



ALBUQUERQUE AREA SOUTHWEST
TRIBAL EPIDEMIOLOGY CENTER

**DATA SHARING AGREEMENT
FOR USE OF THE SOUTHWEST
INDIGENOUS DATABASE**

BETWEEN

Albuquerque Area Southwest Tribal Epidemiology Center (AASTEC),

operated by the

Albuquerque Area Indian Health Board, Inc. (AAIHB)

and

[NAME of TRIBE]

Data Sharing Agreement

This Data Sharing Agreement (“Agreement”) is made and entered into as of (the “Effective Date”) by and between the _____ (“NAME of TRIBE”) and the Albuquerque Area Indian Health Board, Inc. (AAIHB), the legal contractor for the Albuquerque Area Tribal Epidemiology Center (AASTEC), for purposes of sharing health data stored in the AASTEC managed Southwest Indigenous Database.

WITNESSETH:

WHEREAS the Patient Protection and Affordable Care Act (Public Law 111-148) includes amendments to the Indian Health Care Improvement Act at section 214(e); a provision that gives Tribal Epidemiology Centers “public health authority” status (as defined at 45 Code of Federal Regulations (CFR) §164.501) under HIPAA; and

WHEREAS the Indian Health Service (IHS) funds Tribal Epidemiology Centers to assist Tribes in collecting data relating to, and monitor progress made toward meeting health status objectives prioritized by Tribes

WHEREAS AAIHB is authorized to operate the Albuquerque Area Southwest Tribal Epidemiology Center (AASTEC), which serves all 27 Tribes in the Albuquerque Area; and

WHEREAS, the purpose of this Agreement is to protect the availability, integrity and confidentiality of information disclosed or made available to the Albuquerque Area Southwest Tribal Epidemiology Center and from the [NAME of TRIBE] data, through the Southwest Indigenous Database, a secure data platform managed by AASTEC to assist Tribes with the collection, management, analysis and reporting of health information.

NOW, THEREFORE BE IT RESOLVED in consideration of the foregoing recitals and other good and valuable consideration, the recipient and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESCRIPTION OF THE DATA

The [NAME of TRIBE] provides authorization for the Albuquerque Area Southwest Tribal Epidemiology Center to access & store the data from the following tribal programs on its behalf and upon its request, consistent with protection of the rights and confidentiality of individuals and tribes:

- [list tribal program(s) here]

II. ACCESS TO DATA

AASTEC will be required to use and/or disclose the data only for purposes necessary to conduct epidemiological and technical assistance activities. Such uses and disclosures may include:

- Producing epidemiological reports, issue briefs and fact sheets requested by the Tribe
- Producing community health profiles requested by the Tribe
- Conducting surveillance or program evaluation
- Providing technical assistance and trainings to tribal program staff

Only members of AASTEC staff who specifically require access to such data in the performance of their assigned duties shall have access to these data. AASTEC shall limit requests for data to the minimum information necessary to accomplish the purpose(s) and task(s) associated with the specific request from [NAME of TRIBE].

III. SECURITY OF DATA

AASTEC agrees to use appropriate HITECH and HIPAA safeguards to prevent use or disclosure of data other than as provided for by this Agreement. Electronic data shall be stored on a password-protected server located in a secure environment and accessible only by AASTEC staff. All AASTEC staff members and subcontractors who will have access to data will sign the AAIHB confidentiality statement [see appendix]. AASTEC servers and firewalls are configured to allow only the absolute minimum level of access. All unnecessary users, protocols, and ports are disabled and monitored. The Southwest Indigenous Database and backups can only be accessed through trusted and secure authentication.

The Southwest Indigenous database, managed by AASTEC offers extensive features to protect and secure every Tribal account, data, and application.

- **Account Authentication** - All accounts are protected by an Account ID and password. AASTEC does not store sensitive user data in cookies or utilize other high-risk user or session tracking methods. Users are also logged off automatically after being idle for 15 minutes.
- **Data Encryption** - When logged into the Southwest Tribal Database, all sessions are secured with 256-bit encryption and SSL security.
- **Audit Logs** – As part of the HIPAA, audit logs track every record (Protected Health Information – “PHI”), PHI or otherwise, that is accessed, viewed, modified or deleted. These Audit Logs are retained for seven years or as otherwise required under HIPAA requirements.
- **Web Application Password Protection** – The Southwest Indigenous Database web application authenticates users. **Data Harvesting Protection** – Our database provides CAPTCHA human verification security that prevents robots from harvesting data.
- **TRUSTe EU Safe Harbor Certified**- The database uses Caspio platform that adheres to strict data privacy standards. Caspio is a licensee of the TRUSTe® Privacy Program and abides by the EU Safe Harbor Framework as outlined by the U.S. Department of Commerce and the European Union.

IV. CONFIDENTIALITY

AASTEC shall maintain the confidentiality of any information which may, in any manner, identify individuals or specific tribal communities.

AASTEC staff shall not disclose, in whole or in part, the data described in this Agreement to any individual or agency not specifically authorized by this Agreement, except in aggregate formats without personal identifiers.

All AASTEC staff will be certified in research ethics, including the Health Insurance Portability and Accountability Act (HIPAA) Research Training Course and the Collaborative Institutional Training Initiative (CITI) human subjects protection training.

V. PAYMENT

No compensation will be required by either party.

VI. RIGHTS IN DATA

All data belongs to the Tribe to which it pertains. AASTEC does not have any rights to this data and solely provides stewardship of the Southwest Indigenous Database to support tribal programs in the collection, management, and analysis of health data.

VI. TERMS OF AGREEMENT

This data sharing Agreement shall remain in effect during the current AASTEC funding cycle through September 29th, 2021

VIII. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement.

{NAME OF TRIBE}

DESIGNEE Print

DESIGNEE Sign

Title

Date

Date

Albuquerque Area Southwest Tribal Epidemiology Center (AASTEC)

DIRECTOR (Print)

DIRECTOR (SIGN)

Date

Date

Albuquerque Area Indian Health Board, Inc.

EXECUTIVE DIRECTOR (Print)

EXECUTIVE DIRECTOR (Sign)

Date

Date

APPENDIX A.

ALBUQUERQUE AREA INDIAN HEALTH BOARD

Employee Confidentiality Statement

The Federal Health Insurance Portability and Accountability Act (HIPAA), and related laws and regulations were established to preserve the confidentiality of medical and personal information, and to specify that such information may not be disclosed except as authorized by law or unless authorized by the patient. These privacy laws and regulations apply to all employees of the Albuquerque Area Indian Health Board (AAIHB).

Under HIPAA, all AAIHB employees have some access to patient information, research data, e-fax, files, and records and therefore are required to maintain strict confidentiality of the information. The HIPAA privacy regulations require that all health information be discussed or disclosed by authorized personnel on a need-to-know basis only.

I understand that, as an employee of AAIHB, I may have access, see or hear confidential information, such as medical information about a patient, client, employee, or guest and hear verbal discussions about patient care, and electronic communications that include confidential patient information.

I acknowledge that it is my responsibility to respect the privacy and confidentiality of all information. I will not access, use, or disclose any confidential information. I understand that I am required to immediately report any information I may have about the unauthorized access, use, or disclosure of confidential information to the AAIHB HIPAA Compliance Officer.

I understand that, for any violation or breach of any provision of HIPAA or confidentiality, I may be subject to civil or criminal liability and AAIHB disciplinary action, including termination.

Employee's Name (Please Print): _____

Employee's Signature: _____

Date: _____